

TERMS AND CONDITIONS FOR “WESTFIELD WHITFORD CITY KITCHEN TABLE BONUS \$10 WESTFIELD RED GIFT CARD” PROMOTION

1. Information on how to enter and gift form part of these Terms and Conditions. Participation in this “Westfield Whitford City Kitchen Table Bonus \$10 Westfield Red Gift Card” Promotion (**“Promotion”**) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on WA local time.

ELIGIBILITY

2. Subject to condition 3, this Promotion is only open to Australian residents.
3. The following are ineligible: (i) employees of the Promoter, the Westfield Group or any of the tenants or retailers in Westfield Whitford City Shopping Centre (**“Participating Centre”**) or any of the Promoter’s agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter’s promotions.

PROMOTION PERIOD

4. This Promotion commences at the time and on the date indicated in Item 1 and ends at the time and on the date indicated in Item 2 (**“Promotion Period”**).

HOW TO ENTER

5. To enter this Promotion, eligible individuals must, during the Promotion Period, follow the directions indicated in Item 3.

INVALID RECEIPTS

6. The following receipts are not valid receipts for the purpose of the Promotion: (a) receipt(s) from non-participating retailers and Excluded Retailers (b) receipt(s) recording bill and car park payments and prescription medicine, mobile phone recharge card, phone bills, lottery ticket and tobacco and tobacco related product purchases; (c) receipts recording Layby payments except where a Layby is finalised and payment completed during the Promotion Period; (d) receipts recording redemption of gift card purchases, store credit, refunds and exchanges; (e) ATM or EFTPOS receipts; (f) credit card or bank statements; and (g) reprinted receipts or receipts that the Promoter has reasonably determined to have been tampered with or have been obtained fraudulently or are a reprint of the original receipts. The same purchase receipt can only be submitted once in the Promotion. The Promoter reserves the right to stamp and/or photocopy each purchase receipt submitted in the Promotion before returning them.

RECEIPT RETENTION

7. Entrants must retain their original, validated Qualifying Purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the Participating Retailer of purchase and that the purchase was made during the Promotion Period but prior to entry.

LIMITS ON ENTRY

8. Limit of one (1) Westfield Red Gift Card permitted per eligible person on a single day.

GIFT DETAILS

9. The gift will be distributed at the Participating Centre, Concierge, Westfield Whitford City, Corner Marmion and Whitfords Avenue, Hillarys, WA 6025 at the time and on the date indicated in Item 4.

GIFT

10. The gift to be awarded is indicated in Item 5.
11. Any ancillary costs associated with redeeming the Westfield Red Gift Card are not included. Any unused balance of the Westfield Gift Card will not be awarded as cash. Westfield Gift Card terms and conditions apply and only redeemable at participating stores. Westfield Gift Cards are issued by Westfield Gift Card Pty Ltd ACN 113 171 663. For a list of current participating stores visit www.westfield.com.au/giftcards.

GENERAL

12. Incomplete, indecipherable or illegible Get Connected forms will be deemed invalid.
13. If there is a dispute as to the identity of an individual, the Promoter reserves the right, in its sole discretion, to determine the identity of the individual.
14. If for any reason an individual does not take the Westfield Red Gift Card at the time stipulated, then the Westfield Gift Card will be forfeited and will not be redeemable for cash, or at a later date.
15. Total Gift Card value is the value indicated in Item 7.

16. Westfield Gift Card, or any unused portion of the Westfield Gift Card, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
17. The Promoter reserves the right, at any time, to verify the validity of individual (including an entrant's identity, age and place of residence) and to disqualify any individual who submits a Get Connected form that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
18. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
19. The Promoter's decision is final and no correspondence will be entered into.
20. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (**"Non-Excludable Guarantees"**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the Westfield Group of companies (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.
21. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the Westfield Group of companies (including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of a prize.

PRIVACY

22. In order to conduct this Promotion, the Promoter needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. It is a condition of entry that the entrant agrees to being entered into the Westfield database. The Promoter and the Westfield Group may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant and for such other purposes as set out in the Westfield Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored at the office of the Promoter and/ or Westfield. Upon the entrant's request, all information provided will be removed from our active database. To request details to be removed, please go to <http://westfield.com.au/unsubscribe> or write to the Digital Marketing Manager, Level 30, 85 Castlereagh Street, Sydney, NSW 2000. Information will be removed as soon as reasonably possible in accordance with our Privacy Policy and applicable laws. Any complaints regarding the treatment of personal information should also be directed to the above address and will be dealt with by the Promoter in accordance with its Privacy Policy. To view the Westfield Privacy Policy, please visit <http://www.westfield.com.au/au/help/privacy-policy>. All entries remain the property of the Promoter. Personal information will not be disclosed overseas.
23. The "**Promoter**" is Westfield Promotion Fund Management Pty Ltd (in its capacity as The Trustee for WESTFIELD PROMOTION FUND ABN 79 727 004 194) C/- Westfield Whitford City Shopping Centre, Centre Management, Corner Marmion and Whitfords Avenue, Hillarys, WA 6025.

Item 1

Promotion commences

Date: Monday 22/8/2016

Time: 09:00

Item 2

Entries Close

Date: Sunday 22/8/2016

Time: 1700

Item 3

To be eligible individuals must, during the Promotion Period, spend \$50.00 or more across participating stores on a single day and claim their bonus Westfield Red gift card at Concierge or from the Kitchen Table on the same day. Individuals must input the requested details including their full name, valid email address, mobile telephone number and suburb of residence and submit the fully completed entry form. It is a condition of entering the Promotion that entrants agree for their personal information to be added to the Westfield database and to be used in accordance with the purposes set out in these Terms and Conditions.

Participating retailers are:

- Bakers Delight
- Catalano's
- Five Season's Fresh
- Five Star Meats
- Health Kick
- Izu Bento
- Ladle & Press
- Liquorice
- Muffin Break
- Prontissimo
- Utopia

Item 5

Gift to be awarded include a \$10 Westfield Red Gift Card.

Item 7

Value of total gift is \$12.95 (Quantity 1000 in total)